

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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METRO FUEL LLC, a Delaware limited
liability company,

No. C07-6067 JSW

Plaintiff,

vs.

CITY OF SAN FRANCISCO, a municipal corporation,
COUNTY OF SAN FRANCISCO, a subdivision of the
State of California, CITY AND COUNTY OF SAN
FRANCISCO, a chartered California city and county.

Defendants.

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DECLARATION OF DEVENDRA PATEL

DEVENDRA PATEL declares under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the following is true and correct:

1. I submit this declaration in support of the motion by Plaintiff Metro Fuel LLC for a preliminary injunction in this case.

2. I am the owner of the property located at 102 Sixth Street in San Francisco. Pursuant to a lease agreement between Metro Fuel and Devendra Patel, Metro Fuel had placed and operated two panel signs on this address.

3. On or about May 5, 2006, the City of San Francisco issued a violation to DEVENDRA PATEL alleging that Metro Fuel's panel signs are illegal and purportedly imposing a fine of \$100 per day. On or about May 6, 2006, the City of San Francisco issued a second violation to DEVENDRA PATEL alleging that Metro Fuel's panel signs are illegal and purportedly imposing a fine of \$100 per day. On or about June 26, 2006 the City of San

Francisco issued a third violation to DEVENDRA PATEL alleging that Metro Fuel's panel signs are illegal and purportedly imposing a fine of \$100 per day. On or about October 1, 2007 the City of San Francisco issued a fourth violation to DEVENDRA PATEL alleging that Metro Fuel's panel signs are illegal and purportedly imposing a fine of \$100 per day.

4. I notified Metro Fuel of these notices of violations and was informed that Metro Fuel had filed this lawsuit in federal court challenging the constitutionality of the advertising sign restrictions at issue. I informed Metro Fuel that as a result of the compounding penalties and fines that the City claimed were accruing I removed the signs of my own accord on December 14, 2007. Metro Fuel explained that there would be a court appearance in the federal court action on July 11, 2008, and that Metro Fuel would be asking the Court to issue an injunction barring the City from acting on the notice of violation during the pendency of the lawsuit.

5. I informed Metro Fuel that I would like to be reimbursed in full for the cost of the removal of the signs and for the outstanding violations that I understand are still compounding even though the signs were removed last year. I had no choice but to remove the panel signs from my property as I could not risk the fines growing any further. I am a local business owner and I depend on the City to issue other types of permits for me relative to my business, as such I could not have my name associated with a violation at the City level which could potentially cause an issue with obtaining other permits that I may need for my day to day business. I further cannot afford to pay these violations as I do not have the financial capacity to do so at this time. I understand that there is strong legal precedent supporting Metro Fuel's constitutional claim, but I could not risk the possibility that the City's notices of violations will be upheld and that the \$200 per day penalty will later be enforced. In the event that it is, I am

holding Metro Fuel responsible for the payment of the fines.

All documents aforementioned are attached hereto as Exhibit A.

Dated: July 11, 2008
San Francisco, California



DEVENDRA PATEL